



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows, as orally amended by the landlord in the hearing:

1. An Order to retain the security deposit - Section 38 – as full and final satisfaction of the landlord's monetary claim.

Both parties attended the hearing and were given full opportunity to present all relevant evidence and testimony in respect to their claims and to make relevant prior submission to the hearing and fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Preliminary Matters

The parties agreed to a change in the style of cause – amended to reflect the proper surname of the female tenant, as supported by the signatures within the tenancy agreement.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The tenancy began on July 01, 2011. The tenant has since vacated the rental unit. Rent in the amount of \$850 was payable in advance on the first day of each month. At the outset of the tenancy, the landlord collected a security deposit from the tenant in the

amount of \$350. The parties agree that a pet damage deposit as stated in the tenancy agreement was, in fact, not paid to the landlord.

Analysis

During the course of the hearing, the parties reached agreement to settle this matter, on the following conditions:

1. The landlord and tenant agree that the landlord may retain the security deposit of **\$350**, as full and final settlement of the landlord's monetary claim in this matter.

So as to perfect this agreement I will so Order.

Conclusion

I Order that the landlord retain the **deposit** of \$350 in full satisfaction of the claim.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: January 04, 2012

Residential Tenancy Branch